
VI. TABLE OF CONTENTS FOR ENCLOSED APPENDICES

APPENDIX	PAGE
A. Tobacco Subsidiary Products	47-51
B. Intellectual Property Rights	52-57
C. Scope of Work Instructions Sample	58
D. Budget Sample	59
E. Budget Justification Sample	60-61
F. Comparable State Civil Service Classifications	62
G. Contract Uniformity	63-64
H. Travel Reimbursement Information	65-66

TOBACCO SUBSIDIARY PRODUCTS

Philip Morris / Altria

This list is not a comprehensive resource and should not be relied upon to be complete or correct since changes in corporate and product ownership commonly occurs.

BEVERAGES

Coffee

General Foods International Coffees
Gevalia
Maxim
Maxwell House
Sanka
Starbucks*
Yuban

Frozen Treats

Mr. Freeze
Kool-Aid Slushies

Powdered Soft Drinks

Country Time
Crystal Light
Kool-Aid
Tang

Ready-to-Drink

Capri Sun*
Country Time
Crystal Light
Kool-Aid Bursts
Tang
Total Balance

CONVENIENT MEALS

Bacon

Oscar Mayer
Louis Rich

Cold Cuts

Oscar Mayer
Louis Rich

Dinner Kits

Stove Top Oven Classics
Taco Bell*

Frozen Pizza

California Pizza Kitchen*
DiGiorno
Jack's
Tombstone

Hot Dogs

Oscar Mayer

Lunch Combinations

Lunchables

Macaroni & Cheese Dinner

Kraft
Kraft Easy Mac
Velveeta

Meat Alternatives

Boca

Meat Snacks

Tombstone

Pastas and Sauces

DiGiorno

CHEESE

Cold Pack Cheese

Woody's

Cottage Cheese

Breakstone's
Knudsen
Light n' Lively

Cream Cheese

Philadelphia
Temp-tee

Grated Cheese

Kraft

Natural Cheese

Athenos
Churny
Cracker Barrel
DiGiorno
Handi-Snacks

TOBACCO SUBSIDIARY PRODUCTS

Philip Morris / Altria

This list is not a comprehensive resource and should not be relied upon to be complete or correct since changes in corporate and product ownership commonly occurs.

Harvest Moon
Hoffman's
Kraft
Polly-O

Process Cheese Loaves

Kraft Deluxe
Old English
Velveeta

Process Cheese Sauce

Cheez Whiz

Process Cheese Slices

Kraft Deli Deluxe
Kraft Free Singles
Kraft Singles
Kraft 2% Milk Singles
Velveeta

Process Cheese Spread

Easy Cheese

GROCERY

Baking Chocolate/Coconut

Baker's

Baking Powder

Calumet

Barbecue Sauce

Bull's-Eye
Kraft

Breakfast Beverage

Postum

Coating Mix

Shake 'n Bake
Oven Fry

Condiments

Grey Poupon
Kraft
Sauceworks

Cooked Cereal

Cream of Wheat

Cereal Bars

Nabisco

Dips

Kraft

Dog Biscuits

Milk-Bone

Dry Packaged Desserts

Dream Whip
D-Zerta
Jell-O
Minute

Energy Bars

Balance
Oasis Bars

Fruit Preservatives

Ever Fresh

Frozen Whipped Topping

Cool Whip

Ice Cream Topping

Kraft

Margarine

Parkay (Puerto Rico only)

Pasta Salads

Kraft

Pectins

Certo
Sure-Jell

TOBACCO SUBSIDIARY PRODUCTS

Philip Morris / Altria

This list is not a comprehensive resource and should not be relied upon to be complete or correct since changes in corporate and product ownership commonly occurs.

Pickles/Sauerkraut

Claussen

Pie Crusts

Honey Maid

Nilla

Oreo

Ready-to-Eat Cereals

Post

Alpha-Bits

Banana Nut Crunch

Blueberry Morning

Cinna-Cluster Raisin Bran

Cranberry Almond Crunch

Frosted Shredded Wheat

Fruit & Fiber

Golden Crisp

Grape-Nuts

Great Grains

Honey Bunches of Oats

Honeycomb

Nabisco (Puerto Rico only)

Natural Bran Flakes

Oreo O's

Pebbles*

Raisin Bran

Shredded Wheat

Shredded Wheat 'n Bran

Spoon Size Shredded Wheat

Toasties

Waffle Crisp

100% Bran

Rice

Minute Rice

Salad Dressings

Good Seasons

Kraft

Seven Seas

Sour Cream

Breakstone's

Knudsen

Spoonable Dressing

Kraft Mayo

Miracle Whip

Steak Sauce, Marinade, Worcestershire

A. 1.

Stuffing Mix

Stove Top

Toaster Pastries

Kool Stuf

Yogurt

Breyers*

Jell-O

Light n' Lively

Snacks

Cookies

Barnum's Animals

Biscos

Café Creme

Cameo

Chips Ahoy!

Crispin (Puerto Rico only)

Dad's

Danish (Puerto Rico only)

Famous Chocolate Wafers

Family Favorites

Old Fashioned

Ginger Snaps

Hony Bran (Puerto Rico only)

Konitos (Puerto Rico only)

Lorna Doone

Mallomars

Marshmallow Twirls

Nabisco (Puerto Rico only)

National Arrowroot

Newtons

Nilla

Nutter Butter

Oreo

Peak Freans

Pecan Passion

Pecanz

Pinwheels

SnackWell's

Social Tea

Stella D'oro

Sweetie Pie (Puerto Rico only)

Teddy Grahams

Wild Thornberry's

TOBACCO SUBSIDIARY PRODUCTS

Philip Morris / Altria

This list is not a comprehensive resource and should not be relied upon to be complete or correct since changes in corporate and product ownership commonly occurs.

*Crackers

Air Crisps
Better Cheddars
Cheese Nips
Club Social (Puerto Rico only)
Crown Pilot
Doo Dad
Flavor Crisps
Harvest Crisps
Honey Maid
Nabisco Grahams
Nabs
Premium
Ritz
Royal Lunch
SnackWell's
Stoned Wheat Thins
Sportz (Puerto Rico only)
Sultana (Puerto Rico only)
Triscuit
Uneeda
Wheatsworth
Wheat Thins
Zwieback

Ice Cream Cones

Comet Cups

Packaged Food Combinations

Handi-Snacks
Lunchables

Refrigerated Ready-to-Eat Desserts

Jell-O
Handi-Snacks

Snack Nuts

Corn Nuts
PB Crisps
Planters

Sugar Confectionery

Altoids
Callard & Bowser
CremeSavers
Jet-Puffed
Kraft Caramels
Life Savers
Milka L'il Scoops
Nabisco Fun Fruits
Terry's
Tobler
Toblerone
Trolli

Miller Brands**

Miller Beer
Miller Genuine Draft
Miller High Life
Sharp's non-alcohol brew
Milwaukee's Best
Meister Brau
Magnum Malt Liquor
Henry Weinhard's
Hamm's
Olde English 800 Malt Liquor
Mickey's Malt Liquor
Red Dog
ICEHOUSE
Southpaw
Leinenkugel
Celis
Pale Rider
Shipyard Export Ale
Goat Island Ale
Fuggles Pale Ale
Old Thumper Extra Special Ale
Blue Fin Stout
Longfellow Ale
Mystic Seaport Pale Ale
Chamberlain Pale Ale
Sirius
Prelude Ale
Molson
Foster's Lager
Sheaf Stout
Presidente
Shanghai

*Kraft is the distributor for these brands:

-Breyers is a registered trademark owned and licensed by Unilever, N.V.
-Capri Sun is a registered trademark of Rudolf Wild GmbH & Co. KG, used under license.
-California Pizza Kitchen is a trademark owned and licensed by California Pizza Kitchen, Inc.
-Jenny Craig is a registered trademark of Jenny Craig, Inc., used under license.
-Pebbles is a registered trademark of Hanna-Barbera Productions, Inc. Licensed by Hanna-Barbera Productions, Inc.
-Starbucks is a registered trademark of Starbucks U.S. Brands Corporation.
-Nickelodeon and all related titles, characters and logos are trademarks owned and licensed by Viacom International Inc. All rights reserved.
-Taco Bell is a registered trademark owned and licensed by Taco Bell Corp.

**Altria Group, Inc. holds a 36% economic interest in SABMiller plc as a result of the 2002 Miller Brewing Company merger into South African Breweries plc, which formed SABMiller plc, the world's second-largest brewer.

TOBACCO SUBSIDIARY PRODUCTS
United States Smokeless Tobacco Company

This list is not a comprehensive resource and should not be relied upon to be complete or correct since changes in corporate and product ownership commonly occurs.

Wines

Chateau Ste. Michelle
Columbia Crest
Domaine Ste. Michelle
Villa Mt. Eden
Conn Creek
Northstar
Snoqualmie

INTELLECTUAL PROPERTY RIGHTS

The following is the intellectual property rights language in the California Department of Health Services, Tobacco Control Section (CDHS/TCS), grant:

- a. Contractor shall grant to CDHS/TCS, as permitted in California Civil Code, Section 982, ownership in any original work of authorship created, provided, or produced under this agreement that is not fixed in any tangible medium of expression.
- b. Subject to terms, conditions, and limitations contained in this agreement and subject to the performance of all terms and conditions stated in this agreement, CDHS/TCS grants to the Contractor a non-exclusive license to use, duplicate, distribute, and permit others to use works created, produced, or developed under this agreement for the purpose of carrying out the terms and conditions of this agreement, consistent with any limitations set forth in this agreement.
- c. If the Contractor enters into any agreement or subcontract with another party in order to perform this agreement, Contractor shall require the other party to grant CDHS/TCS ownership in any original work or authorship created, provided, or produced by the subcontractor, Contractor or CDHS/TCS under this agreement that is not fixed in any tangible medium of expression, as permitted under California Civil Code Section 982.
- d. During the contracting phase of this process, CDHS/TCS shall negotiate with the Contractor to determine the number of camera-ready and completed versions of each deliverable CDHS/TCS will receive. It is anticipated that CDHS/TCS will use deliverables in future tobacco control programs.
- e. **Ownership**
 - (1) Except where CDHS/TCS has agreed in a signed writing to accept a license, CDHS/TCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDHS/TCS and which result directly or indirectly from this agreement.
 - (2) For the purposes of this agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country, or jurisdiction.

- (a) For the purposes of the definition of Intellectual Property, “works” means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this agreement. In addition, under this agreement, Contractor may access and utilize certain of CDHS/TCS’ Intellectual Property in existence prior to the effective date of this agreement. Except as otherwise set forth herein, Contractor shall not use any of CDHS/TCS’ Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDHS/TCS. **Except as otherwise set forth herein, neither the Contractor nor CDHS/TCS shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDHS/TCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDHS/TCS in the third-party’s license agreement.
- (4) Contractor agrees to cooperate with CDHS/TCS in establishing or maintaining CDHS/TCS’ exclusive rights in the Intellectual Property, and in assuring CDHS/TCS’ sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this agreement, Contractor shall require the terms of the agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDHS/TCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDHS/TCS and which result directly or indirectly from this agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with CDHS/TCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDHS/TCS’ Intellectual Property rights and interests.

f. Retained Rights/License Rights

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDHS/TCS and which result directly or indirectly from this agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this agreement. Contractor hereby grants to CDHS/TCS without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor’s Intellectual Property with the right to

sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this agreement, unless Contractor assigns all rights, title, and interest in the Intellectual Property as set forth herein.

- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDHS/TCS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

g. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works (as defined in Section a, subparagraph (2)(a) of this provision) of authorship made by or on behalf of Contractor in connection with Contractor's performance of this agreement shall be deemed "works made for hire." Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDHS/TCS to any work product made, conceived, derived from, or reduced to practice by Contractor or CDHS/TCS and which result directly or indirectly from this agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDHS/TCS and which result directly or indirectly from this agreement, shall include CDHS/TCS' notice of copyright, which shall read in 3mm or larger typeface: "© 2005, State of California, Department of Health Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

h. Patent Rights

With respect to inventions made by Contractor in the performance of this agreement, which did not result from research and development specifically included in the agreement's scope of work, Contractor hereby grants to CDHS/TCS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the agreement's scope of work, then Contractor agrees to assign to CDHS/TCS, without additional compensation, all its right, title and interest in and to such inventions and to assist CDHS/TCS in securing United States and foreign patents with respect thereto.

i. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first:

(i) obtaining CDHS/TCS' prior written approval; and (ii) granting to or obtaining for CDHS/TCS, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this agreement. If such a license upon these terms is unattainable, and CDHS/TCS determines that the Intellectual Property should be included in or is required for Contractor's performance of this agreement, Contractor shall obtain a license under terms acceptable to CDHS/TCS.

j. Warranties

(1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this agreement.
- (b) It has secured or will secure all rights and licenses necessary for its performance of this agreement.
- (c) Neither Contractor's performance of this agreement, nor the exercise by either Party of the rights granted in this agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDHS/TCS and which result directly or indirectly from this agreement will infringe upon or violate Any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
- (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDHS/TCS in this agreement.
- (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this agreement.

- (2) CDHS/TCS MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

k. Intellectual Property Indemnity

- (1) Contractor shall indemnify, defend and hold harmless CDHS/TCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products. ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property, infringement, or any other type of actual or alleged infringement claim, arising out of CDHS/TCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDHS/TCS and which result directly or indirectly from this agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark, or copyright registration that issued after the effective date of this agreement. CDHS/TCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDHS/TCS.
- (2) Should any Intellectual Property licensed by the Contractor to CDHS/TCS under this agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDHS/TCS' right to use the licensed Intellectual Property in accordance with this agreement at no expense to CDHS/TCS. CDHS/TCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDHS/TCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonable available, CDHS/TCS shall be entitled to a refund of all monies paid under this agreement without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damages alone would be inadequate to compensate CDHS/TCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDHS/TCS would suffer irreparable harm in the event of such breach and agrees CDHS/TCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

I. Federal Funding

In any agreement funded in whole or in part by the federal government, CDHS/TCS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

m. Survival

The provisions set forth herein shall survive any termination or expiration of this agreement or any project schedule.

Exhibit A

Scope of Work Instructions Sample

Grantee Name: Agency XYZ
06-55456

Project Name: American Indian/Alaskan Native Rural California Tobacco Use Survey		Revision Date: January 25, 2007			Report Period: <i>Leave Blank</i>		
Objectives/Activities/Evaluation In outline format state each objective first, and then describe the activities and number accordingly. Please refer to the RFP instructions for the required objectives and activities that should be included in your Scope of Work.	© Copyright	% Percentage	Start/ End Date	Responsible Party	Tracking Measures	For Progress Report Use Only	
						Document Number/ Letter	Actual Date(s) Completed
Headings: Group activities under headings in the following order: <ul style="list-style-type: none"> <input type="checkbox"/> Sampling Plan <input type="checkbox"/> Analysis <input type="checkbox"/> Dissemination <input type="checkbox"/> Report List related activities chronologically below each heading. Activities: Use an outline format to describe the activities to be conducted to achieve the objective. List these in chronological order. The description should include: <ul style="list-style-type: none"> <input type="checkbox"/> What will be done (e.g., develop instruments, pilot test new instruments and protocols, prepare sampling plan, develop data collection methods, conduct surveys/interviews, prepare analytic plan, collaborate with XYZ organization to perform [a task], prepare report, delivery data set to TCS, etc). Be sure to include all the required deliverables. <input type="checkbox"/> Where activities will occur (e.g., location of data collection). <input type="checkbox"/> How much will be done (e.g., sample size). 	Enter the sign "©" if the activity involves development of a product subject to copyright laws, such as a report manual, etc.	For each program deliverable, indicate a percent between 0.5% and 100% that reflects staff and budget resources. This column must total 100%.	List the start and end dates that you will complete the activities. For required activities, include the dates already provided in the RFP instructions.	Identify who is responsible for conducting or participating in the major activities. Please list the same position title used in the Budget Plan. If using acronyms, please indicate what the acronym stands for.	Describe the tracking measures which document that the process oriented activities were completed. Examples of tracking measures include: sign-in sheets, press releases, survey instruments, evaluation reports, etc. Some tracking measures, such as meeting notes, individual registration forms completed, and others may be kept "on file in office." Place a plus sign (+) beside the tracking measure you would like to keep on file in your office. <u>These items must be on file in the event of an audit.</u>		

BUDGET SAMPLE

Exhibit B, Attachment D
Budget
(Year 1)
(07/01/07 – 06/30/09)

Personnel							
<u>Position Title and Number of each</u>	<u>Salary Range</u>	<u>FTE %</u>	<u>Annual Cost</u>				
_____	\$ _____	_____	\$ _____				
			Total Personnel	\$	_____		
Fringe Benefits ([X] % of applicable Personnel)				\$	_____		
Operating Expenses							
<u>Expense Description</u>				<u>Cost</u>			
1. TCS Communications Network				\$ _____			
2. Space Rent/Lease:							
a. Agency: ____sq. ft. @ \$ ____ft.				\$ _____			
3. General Expenses				\$ _____			
4. Printing				\$ _____			
5. Equipment Rental				\$ _____			
6. Audit Expenses				\$ _____			
			Total Operating	\$	_____		
Equipment							
<u>Equipment Description</u>	<u># of Units</u>	<u>Unit Cost</u>	<u>Total Cost</u>				
1. _____	1	\$ _____	\$ _____				
			Total Equipment	\$	_____		
Travel				\$	_____		
Subcontract/Consultant:							
<u>Name of Subcontractor:</u> e.g. ABC Market Survey Corporation (If Subcontractor is known)							
<u>Pers & F.B.</u>	<u>Oper Exp</u>	<u>Equip</u>	<u>Travel</u>	<u>Sub/Con</u>	<u>Other</u>	<u>Indirect</u>	<u>Total Costs</u>
1. \$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
						Total Costs	\$ _____
<u>Or</u>							
<u>Name of Subcontract/Consultant Project (If Subcontractor is unknown):</u>							
2. e.g. Database Consultant				\$ _____			
				Total Subcontracts/Consultants	\$	_____	
Other Costs							
<u>Item Description</u>				<u>Cost</u>			
1. Incentive Items				\$ _____			
			Total Other Costs	\$	_____		
Indirect Costs ([X]% of Personnel Cost and Fringe Benefits)				\$	_____		
			Total Costs	\$	_____		

BUDGET JUSTIFICATION SAMPLE

NOTE: THIS IS A SAMPLE PROVIDED TO GIVE THE APPLICANT AN INDICATION OF THE FORMAT AND DETAIL REQUIRED TO JUSTIFY PROPOSED BUDGET EXPENSES.

ABC Evaluation Services, Inc.
Budget Justification
July 1, 2007 to June 30, 2009 (24 Months)

AMOUNT REQUESTED

<i>Period</i>	<i>Period</i>	
<i>07/01/07 to</i>	<i>07/01/08 to</i>	
<u><i>06/30/08</i></u>	<u><i>06/30/09</i></u>	<u><i>Total</i></u>

A. PERSONNEL COSTS

The following salaries, percents of time/number of hours per pay period, and number of pay periods are for illustration only.

1. Project Director: (\$4,746-\$5,768 per month) x (100% FTE) x (24 months)	\$ 9,492	\$56,952	\$126,240
---	----------	----------	-----------

Project Director responsibilities include overall supervision of the project. Insures schedules and deadlines of contract obligations are met. Includes: Project/contract over-site and management. Supervision of primary staff and subcontractors and consultants. Liaison and progress reporting to TCS Data Analysis and Evaluation Unit and the TCS Contract Manager. Supervises quality control of the project evaluation and preparation of the evaluation analysis.

BUDGET JUSTIFICATION SAMPLE

	<i>Period</i>	<i>Period</i>	
	<i>07/01/07 to</i>	<i>07/01/08 to</i>	
	<u><i>06/30/08</i></u>	<u><i>6/30/09</i></u>	<u><i>Total</i></u>
B. Operating Expenses			
Sample only.			
1. General Expenses			
<i>a. Office Supplies: Includes routine office supplies, including paper, stationary, business cards, binders, pens, pencils, etc.; labels and envelopes.</i>			
<i>(\$200 per mo. X 24 months = \$4,800)</i>	<i>\$ 2,400</i>	<i>\$ 2,400</i>	<i>\$ 4,800</i>
<i>b. Communications: Provides routine local and long distance telephone service for XX full-time equivalent staff to conduct business in support of this agreement.</i>			
<i>(\$2,000 per mo. X 24 months = approx. \$48,000)</i>	<i>\$ 24,000</i>	<i>\$24,000</i>	<i>\$48,000</i>
<i>c. Postage/Shipping: Includes routine mailing/shipping, special mailings to participating schools, postage and shipping of routine correspondence, and reports.</i>			
<i>(\$160 per mo. X 24 months = \$3,840)</i>	<i>\$ 1,920</i>	<i>\$ 1,920</i>	<i>\$ 3,840</i>

CONTINUE THE FORMAT FOR THE REST OF THE BUDGET JUSTIFICATION.

COMPARABLE STATE CIVIL SERVICE CLASSIFICATIONS

State Classification Title	Comparable Title	Comparable Monthly Salary
Health Education Consultant III Specialist	Project Consultant	\$4,746-\$5,768
Health Education Consultant II	Senior Health Educator or Assistant Project Director	\$4,194-\$5,243
Health Education Consultant I	Health Educator or Health Education Assistant	\$3,487-\$4,346
Administrative Assistant I	Program Coordinator/Assistant	\$3,575-\$4,347
Office Services Supervisor II	Office Manager	\$2,759-\$3,355
Management Services Technician	Community Health Worker	\$2,632-\$3,201
Research Scientist III	Project Director	\$5,415-\$6,582
Research Scientist II	Evaluation Consultant	\$4,960-\$5,984
Research Scientist I	Evaluation Consultant	\$4,516-\$5,448
Associate Governmental Program Analyst	Research Analyst II	\$4,111-\$4,997
Staff Services Analyst	Data Management Specialist	\$2,632-\$4,155
Assistant Information Systems Analyst	Data Management Specialist	\$2,994-\$3,465

CONTRACT UNIFORMITY

(Applicable only to non-profit organizations)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, the California Department of Health Services sets forth the following policies, procedures, and guidelines regarding fringe benefits.

1. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
2. As used herein, fringe benefits do not include:
 - a. Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty, and/or military leave/training.
 - b. Director's and executive committee member's fees.
 - c. Incentive awards and/or bonus incentive pay.
 - d. Allowance for off-site pay.
 - e. Location allowances.
 - f. Hardship pay.
 - g. Cost-of-living differentials.
3. Specific allowable fringe benefits include:
 - a. Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental, and vision), unemployment insurance, workers compensation insurance, and the employers share of pension/retirement plans provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
4. To be an allowable fringe benefit, the cost must meet the following criteria:
 - a. Be necessary and reasonable for the performance of the agreement.
 - b. Be determined in accordance with generally accepted accounting principles.
 - c. Be consistent with policies that apply uniformly to all activities of the Contractor.
5. Contractor agrees that all fringe benefits shall be at actual cost.
6. Earned/accrued Compensation.
 - a. Compensation for vacation, sick leave, and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave, and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs (see example on page 2).
 - b. For multiple year contracts, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the agreement. Holidays cannot be carried over from one contract year to the next (see example on page 2).
 - c. For single year agreements, vacation, sick leave, and holiday compensation which is earned/accrued but not paid, due to employee(s) not taking time off within the agreement term, cannot be claimed as an allowable cost (see example on page 2).

Contract Uniformity
Earned/Accrued Compensation Examples

Example No. 1:

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a contract period of one year. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of the agreement, the Contractor during a one-year agreement term may only claim up to three weeks of vacation and twelve days of sick leave actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the agreement are not an allowable cost.

Example No. 2:

If during a three-year (multiple year) agreement John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

Example No. 3:

If during a single year agreement, John Doe, works fifty weeks and uses one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDHS/TCS the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

Travel Reimbursement Information

Mileage Reimbursement Rate Change Effective 7-1-06

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms "contract" and/or "subcontractor" have the same meaning as "grantee" and/or "subgrantee" where applicable.
 - a. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/excluded state employees. Exceptions to Department of Personnel Administration (DPA) lodging rates may be approved by CDHS/TCS upon the receipt of a statement on/with an invoice indicating that such rates are not available.
 - b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract or subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of special assignments. Headquarters may be individually established for each traveler and approved verbally by the program funding the agreement. Verbal approval shall be followed up in writing or email.
 - c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on page 2 of this exhibit to determine the reimbursement allowance. All lodging must be receipted. If contractor does not present receipts, lodging will not be reimbursed.

(1) Lodging (with receipts):

Travel Location / Area	Reimbursement Rate
Statewide Non-High Cost Area (excluding the counties identified below)	\$ 84.00 plus tax
Counties of Los Angeles and San Diego	\$110.00 plus tax
Counties of Alameda, San Francisco, San Mateo, and Santa Clara	\$140.00 plus tax

Reimbursement for actual lodging expenses exceeding the above amounts may be allowed with the advance written approval of the Deputy Director of the Department of Health Services or his or her designee. Receipts are required. Receipts from Internet lodging reservation services such as Priceline.com, which require prepayment to that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment.

- (2) Meal/Supplemental Expenses (with or without receipts): With receipts, the contractor will be reimbursed actual amounts spent up to the maximum.

Meal / Expense	Reimbursement Rate
Breakfast	\$ 6.00
Lunch	\$ 10.00
Dinner	\$ 18.00
Incidental	\$ 6.00

- d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior CDHS/TCS written or verbal approval. Verbal approval shall be confirmed in writing (email or memo).
- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on page 2 of this exhibit.

Travel Reimbursement Information (continued)

- f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.
2. If any of the reimbursement rates stated herein are changed by DPA formal contract amendment will be required to incorporate the new rates. However, CDHS/TCS shall inform the contractor, in writing, of the revised travel reimbursement rates.
 3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
 4. **Note on use of autos:** If a contractor uses his or her car for transportation, the rate of pay will be **44.5 cents** maximum per mile. If the contractor is a person with a disability who must operate a motor vehicle on official state business and who can operate only specially equipped or modified vehicles may claim up to **47.5 cents** per mile. If a contractor uses his or her car "in lieu of" air fair, the air coach fair will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the state. Gasoline and routine automobile repair expenses are not reimbursable.
 5. The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.
 6. Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

Travel Reimbursement Guide

Length of travel period	This condition exists...	Allowable Meal(s)
Less than 24 hours	Travel begins at 6:00 a.m. or earlier and continues until 9:00 a.m. or later.	Breakfast
Less than 24 hours	<ul style="list-style-type: none"> Travel period ends at least one hour after the regularly scheduled workday ends, or Travel period begins prior to or at 5:00 p.m. and continues beyond 7:00 p.m. 	Dinner
24 hours	Travel period is a full 24-hour period determined by the time that the travel period begins and ends	Breakfast, lunch, and dinner
Last fractional part of more than 24 hours	Travel period is more than 24 hours and traveler returns at or after 8:00 a.m.	Breakfast
	Travel period is more than 24 hours and traveler returns at or after 2:00 p.m.	Lunch
	Travel period is more than 24 hours and traveler returns at or after 7:00 p.m.	Dinner

7. At CDHS/TCS' discretion, changes or revisions made by CDHS/TCS to this illustration, excluding travel policy established by DPA may be applied retroactively to any agreement to which a Travel Reimbursement Information illustrations is attached, incorporated by reference, or applied by CDHS/TCS program policy.